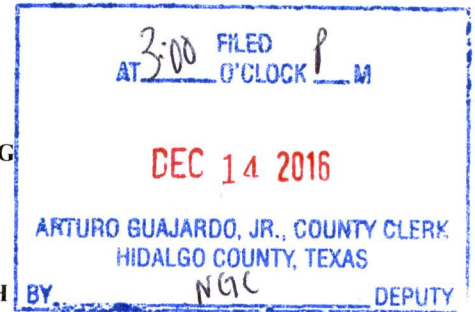


**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HIDALGO COUNTY  
AND  
TEXAS A&M AGRILIFE RESEARCH**



This Memorandum of Understanding (“MOU”) is made by and between **HIDALGO COUNTY, TEXAS**, by and through its Department of Health and Human Services (hereinafter referred to as “**County**”) and **TEXAS A&M AGRILIFE RESEARCH** (hereinafter referred to as “**AgriLife**”), a member of the Texas A&M University System and an agency of the State of Texas.

**WHEREAS**, County, a political subdivision located in the State of Texas, and AgriLife, an agency of the State of Texas which conducts research in agriculture, natural resources and life science, desire to enter into this MOU to collaborate and share information intended to improve the health, safety and welfare of the citizens of Hidalgo County, Texas; and

**WHEREAS**, the responsibilities set out herein are functions and/or services which each of the parties hereto have independent authority to perform and/or are functions and services which each of the parties hereto have independent authority to pursue, notwithstanding this MOU;

**NOW, THEREFORE**, County and AgriLife, in consideration of the mutual covenants expressed hereinafter, agree as follows:

**I. Scope & Responsibilities of the Parties**

County directly coordinates the mosquito-borne virus patients from Hidalgo County, and therefore maintains data regarding human arboviral diseases occurring in the County. AgriLife is conducting a mosquito-borne virus research program. The parties believe that collaborating together regarding mosquito-borne viruses will benefit the citizens of the County. Accordingly, the parties intend to collaborate as described below:

1. Biosurveillance of mosquito-borne viruses:

AgriLife desires to collect, identify, and screen mosquitoes for the presence of viruses such as Zika, Dengue, Chikungunya, and others. The rapid results of mosquito processing and testing will benefit the mission of the County’s Department of Health and Human Services by:

- a. providing mosquito species composition in different communities; and
- b. providing evidence of local transmission of viruses in mosquitoes.

2. Social and ecological factors of mosquito-borne virus transmission:

AgriLife will work in several communities and gain permission from the homeowners (Approved IRB2016-0494) to collect mosquitoes indoors and outdoors. AgriLife will then

conduct questionnaires to allow AgriLife to identify risk factors associated with indoor mosquito feeding and increased human-mosquito contact. This information will benefit the County's Department of Health and Human Services by:

- a. providing assessments of environmental receptivity of different communities to viruses such as Zika; and
- b. identifying communities with higher risk of mosquito-borne virus transmission.

The research will benefit the residents of the County by increasing the data gathered regarding mosquito-borne virus transmission and thus improving the ability of the Department of Health and Human Services to protect the community from infectious pathogens transmitted by mosquitoes.

#### Responsibilities of the County:

To the reasonable extent possible, the County agrees to:

1. Provide AgriLife researchers with information on the general location of potential mosquito-borne viruses transmission. Specifically, when individuals are diagnosed with mosquito-borne viruses such as Zika, Dengue, Chikungunya, the County will inform AgriLife researchers of the general region or location of transmission by indicating the nearest street, intersection, block or landmark. Information provided by County will be in accordance with all applicable laws and will not contain any HIPAA protected information.

2. As the County conducts mosquito control, the County will provide AgriLife researchers with the date when and location where the control took place and a description of the type of control method used. AgriLife researchers will use the information to help interpret the results of mosquito abundance.

#### Responsibilities of AgriLife:

To the reasonable extent possible, AgriLife agrees to:

1. Provide all available resources for the research including personnel, vehicles, traps, laboratory space, and diagnostic capacity to collect, identify, and test mosquitoes for viruses.

2. If and when any diagnostic or positive result is obtained during AgriLife's research indicating the presence of virus(es) in mosquito pools collected in the County, AgriLife will share this information with the County.

This MOU sets forth the intentions of the parties for increased collaboration, cooperation and interaction, but does not create any legally binding commitments with regard to such continued or future collaboration, cooperation and interaction.

## **II. Financial Responsibilities**

There will be no exchange of funds between the parties. Each party will be responsible for its own costs incurred in connection with or relating to this MOU. The parties agree that nothing in this MOU shall compel or be interpreted so as to compel either of the parties to provide more resources than those available, without a separate written agreement or an amendment to this MOU.

## **III. Term & Termination**

The term of the MOU begins on the latest date of the signature dates below and ends three years from such date. The parties may agree to extend the term of the MOU by mutual written agreement.

This MOU may be terminated by either party without cause, by giving thirty (30) days prior written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

## **IV. Notices**

All notices or other writings required under this MOU shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address or to such other address as the parties may later designate in writing:

For County:

Ramon Garcia, County Judge  
100 E. Cano St. 2<sup>nd</sup> Floor  
Edinburg, TX 78539

For AgriLife:

Texas A&M AgriLife Research  
Attn: Administrative Services – Contract Office  
2147 TAMU  
College Station, TX 77843-2147  
Email: [contracts@ag.tamu.edu](mailto:contracts@ag.tamu.edu)

With a copy to:

Dr. Gabriel Hamer  
Assistant Professor  
TAMU 2475  
College Station, TX 77843-2475  
Email: [gmaer@tamu.edu](mailto:gmaer@tamu.edu)

## V. Publication

The parties are entitled to use the results of their cooperation for further educational and scientific purposes, including the right to publish any results of the research. Any scientific paper, article, publication, or announcement of advances generated in connection with research done pursuant or related to this MOU shall give proper credit to the efforts of each participating party.

## VI. Liability and Immunity

Each party is solely responsible for the actions and omissions of its own employees, officers and agents. The parties recognize that in the event of an accident causing damage or injury, liability would be determined under the Texas Tort Claims Act. The parties do not waive or relinquish any privileges, immunities, or defenses as may be provided by applicable law on behalf of themselves, their respective Systems, Regents, trustees, officers, employees, and agents, as a result of the execution of this MOU and performance of the functions or obligations described herein.

## VII. General Provisions

1. Completeness and Modifications. This MOU contains the entire understanding of the parties regarding the collaboration activities under this MOU, and supersedes all other written and oral agreements between the parties regarding such activities. Any modifications or amendments must be in writing and signed by both parties.

2. Assignment. This MOU, with the rights and privileges it creates, is assignable only with written consent of both parties.

3. Force Majeure. Each party shall be excused from any breach of this MOU which is proximately caused by government regulations, war, strike, act of God, or other similar circumstances normally deemed outside the control of well-managed businesses.

4. Independent Contractor Status. This MOU does not create a partnership or joint venture between the parties. A party may bind the other party or otherwise act in any way as the representative of the other party, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of one party are not employees of the other party nor are they entitled or eligible, by reason of this MOU, to participate in any benefits or privileges given or extended by the other party to its employees.

5. Headings. Headings appear solely for convenience of reference. Such headings are not part of this MOU and shall not be used to construe it.

6. Severability. If any provision or provisions of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. Governing Law. This MOU shall be governed by and constructed in accordance with the laws of the State of Texas.

8. Counterparts. This MOU may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile, or scanned PDF document shall be deemed an original instrument, and all of which, together, shall continue one and the same executed MOU.

**Agreed & Accepted:**

**HIDALGO COUNTY**

**TEXAS A&M AGRILIFE RESEARCH**

Ramon Garcia  
Ramón García  
County Judge  
Hidalgo County  
Date: 12/13/16

Steph Schulze  
Stephen A. Schulze  
Asst. Vice Chancellor for Administration  
Texas A&M AgriLife  
Date: 12/7/16  
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**ATTESTED BY:**

Arturo Guajardo  
Arturo Guajardo, County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 12/6/16

